

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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AMANDA SEDACA ROSENBERG,

Plaintiff,

-against-

NEW YORK CITY DEPARTMENT OF EDUCATION,  
and JORGE MITEY,

Defendants.  
----- x

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISCONTINUANCE**

09 CV 4016 (CBA) (LB)

**WHEREAS**, plaintiff Amanda Sedaca-Rosenberg ("Plaintiff") commenced this action on or about September 17, 2009, claiming that defendants discriminated against her in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq., 42 U.S.C. § 1983, 42 U.S.C. § 1985, the New York State Human Rights Law, New York Executive Law §§ 290, et seq., the New York City Human Rights Law, NYC Administrative Code §§ 8-101, et seq., tortiously interfered with her employment and prospective business relationships, and intentionally inflicted emotional distress; and

**WHEREAS**, plaintiff filed an amended complaint on or about July 2, 2010, claiming that defendants discriminated and retaliated against her in violation of Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681, et seq., 42 U.S.C. § 1983, 42 U.S.C. § 1985, the New York State Human Rights Law, New York Executive Law §§ 290, et seq., and the New York City Human Rights Law, NYC Administrative Code §§ 8-101, et seq.; and

**WHEREAS**, plaintiff and the BOE executed and filed a stipulation and order of discontinuance, dismissing, with prejudice, all of her claims against defendants Geraldine Maione and Enza Ferentelli on February 27 2012; and

**WHEREAS**, defendant Board of Education of the City School District of the City of New York (“BOE”) (sued herein as and also known as the “New York City Department of Education”), denies any and all liability arising out of plaintiff’s allegations; and

**WHEREAS**, the parties now desire to resolve all of the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY AGREED**, by and among the undersigned, as follows:

1. The above-captioned action is hereby discontinued as to defendant BOE with prejudice and without costs, fees, disbursements, or expenses to any party except as specified in paragraph “2” below.

2. In full satisfaction of any and all claims brought against Defendant BOE, the City of New York agrees to pay Plaintiff the amount of Ninety Five Thousand Dollars (\$95,000.00) (the “Settlement Amount”), in two payments of Sixty-Three Thousand Three Hundred and Thirty Four Dollars (\$63,334.00) in damages to be made payable to plaintiff and a payment of Thirty-One Thousand Six Hundred and Sixty Six Dollars (\$31,666.00) in attorneys fees made payable to her attorney. It is agreed that the payments described in this stipulation and order of settlement and discontinuance shall be in full satisfaction of all claims that were or could have been raised by plaintiff in this action, including all claims for costs, expenses and attorney fees.

3. It is further agreed that in addition to the Settlement Amount set forth in paragraph “2” above, (a) the BOE shall issue a letter of reference in the form annexed hereto as Appendix “A;” (b) that the BOE’s Human Resources System shall reflect plaintiff’s irrevocable resignation from her employment with the BOE, effective June 2, 2008; and (c) plaintiff agrees

to refrain from seeking or obtaining reemployment with the BOE in any school or capacity, including, but not limited to, reemployment as a teacher, a supervisor or a consultant.

4. In consideration of the actions to be performed by BOE described in paragraphs “2” and “3” above, Plaintiff agrees to the dismissal with prejudice of any and all rights of action or claims against defendant BOE, and its successors or assigns, and to release defendant BOE, and any present or former officials, employees or agents of the BOE, except Jorge Mitey (“the released parties”) from any and all claims, liabilities or causes of action which Plaintiff may have which were or could have been asserted by her based on any act, omission, event or occurrence resulting from anything which has happened up to now and including the date of the execution of this Stipulation and Order of Settlement and Discontinuance, whether known or unknown, including, but not limited to, any and all claims which were or could have been alleged by Plaintiff in the amended complaint in this action, including all claims for attorney’s fees, costs and expenses. Plaintiff further agrees to execute and submit an irrevocable letter of resignation from her employment with BOE, effective retroactive to June 2, 2008. A copy of said irrevocable letter of resignation is annexed hereto as Appendix “B”.

5. Plaintiff shall execute and deliver to defendant BOE’s attorney all documents necessary to effect this settlement, including, without limitation, an Affidavit concerning liens and a Release in the form annexed hereto as Appendices “C” and “D” and a Substitute Form W-9. Plaintiff’s counsel shall also execute and provide a Substitute Form W-9.

6. Nothing contained herein shall be deemed to be an admission of the truth of any of the allegations set forth in the amended complaint, or an admission by the defendant BOE that it has in any manner or way violated Plaintiff’s rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the BOE, or the City of New York, or any other rules, regulations

or bylaws of any department or subdivision of the BOE or of the City of New York. The parties agree that this stipulation is not related to any other litigation or settlement negotiations and that it will not be offered as evidence in any proceeding except to enforce the terms of this settlement.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the BOE or of the City of New York.

8. Facsimile signatures herein shall be treated as original signatures.

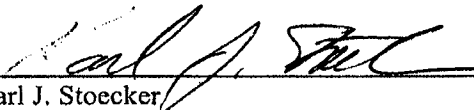
9. This Stipulation and Order of Settlement and Discontinuance contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order of Settlement and Discontinuance shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
February 27, 2012

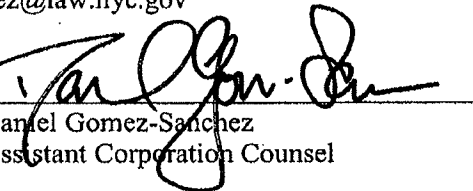
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By:

  
Karl J. Stoecker

By:

  
Daniel Gomez-Sanchez  
Assistant Corporation Counsel

SO ORDERED:

\_\_\_\_\_  
U.S.D.J.

\_\_\_\_\_  
Date

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<i>MICHAEL A. CARDOZO</i> <i>Corporation Counsel of the City of New York</i>  <i>Attorney for Defendant BOE</i> <i>100 Church Street</i> <i>New York, N.Y. 10007</i>  <i>Of Counsel: Daniel Gomez-Sanchez</i> <i>Tel: (212) 788-0883</i> <i>Matter #: 2009-035764</i>	
<i>Due and timely service is hereby admitted.</i>	
<i>New York, N.Y. ...., 201.....</i>  <i>..... Esq.</i>  <i>Attorney for .....</i>	